

REMARKS/ARGUMENTS

The foregoing amendment and the following arguments are provided to impart precision to the claims, by more particularly pointing out the invention, rather than to avoid prior art. The Applicant respectfully requests continued examination of the application and removal of the finality. In addition, the Applicant submits the below remarks and respectfully requests reconsideration of the application, as amended, in light of these remarks.

35 U.S.C. § 102(b) Rejections

Examiner rejected claims 1-5, 7, 10, 11, 15, 16, 18-23, 42 and 44 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent 4,920,574 (hereinafter "Yamamoto 574").

Claim 1, as amended, includes a limitation of a port for coupling to a pump coupled to said conduit configured to reduce a pressure in said conduit and said flexible channel to compress said flexible channel and to remove said conductive material from said integrated circuit.

Yamamoto does not teach the above limitation, and as a result, does not anticipate claim 1. Yamamoto does teach a pump 29 (see Fig. 1). However, the pump 29 is part of a recirculation system including a radiator which is used to remove heat from the coolant (Col. 4, lines 39-44). Further, although hydraulic

pressure of the coolant is used to press a plate 3 against an electronic circuit component 7, the plate is soldered and *permanently attached* to the component, preventing the plate from being removed (Col. 4, lines 59-64). Therefore, Yamamoto does not teach *reducing* pressure in a conduit to *compress* a flexible channel, as in claim 1. Since the plate is bonded to the circuit component, even if one were to reduce the pressure in the conduit 1 taught by Yamamoto, the bellows 5 would be unable to compress or contract, since it is permanently connected to circuit component. As a result, Yamamoto also does not teach a port for coupling to a pump to remove a conductive material from an integrated circuit, as in claim 1, since the plate 3 cannot be removed from the circuit component 7. Therefore, claim 1 is not anticipated by Yamamoto.

Claim 42 includes a limitation of means for contracting said flexible channel to remove said closed end from said electronic or electrical device. As mentioned above, the cooling module taught by Yamamoto includes a plate that is permanently affixed to an electronic circuit component. Since the plate is permanently bonded, Yamamoto cannot teach removing a closed end from an electronic or electrical device, as in claim 42. As a result, claim 42 is not anticipated by Yamamoto.

Dependent claims 2-5, 7, 10, 11, 15, 16, and 18-23 depend from claim 1, and therefore include all the limitations of claim 1. Since claim 1 is not anticipated by Yamamoto, the dependent claims are also not anticipated by Yamamoto.

Examiner rejected claims 1-5, 7, 10, 11, 15, 16, 18-22 and 42 under 35 U.S.C. § 102(b) as being anticipated by U.S. Patent 5,195,020 (hereinafter "Suzuki").

Claim 1, as amended, includes a limitation of a port for coupling to a pump coupled to said conduit configured to reduce a pressure in said conduit and said flexible channel to compress said flexible channel and to remove said conductive material from said integrated circuit.

Suzuki does not teach such a limitation, and as a result, claim 1 is not anticipated by Suzuki. Suzuki teaches a hydraulic pump 19 (See Fig. 5a). The hydraulic pump pressurizes the cooling system to provide a specific pressure upon a thermal grease disposed between a heat transfer plate 14 and circuit components 11 (Col. 7, lines 10-54). This pressure is provided to move the heat transfer plate toward the circuit components while a jig moves the components toward the transfer plate. Since the grease is disposed between the heat transfer plate and the circuit components, the heat transfer plate will adhere to the circuit components. Further, nowhere does Suzuki mention reducing pressure to compress the bellows. Suzuki teaches maintaining a predetermined pressure to provide optimal thermal transfer between the heat transfer plate and the circuit component through the grease. As a result, Suzuki does not teach removing a conductive material from an integrated circuit, as in claim 1. Therefore, claim 1 is not anticipated by Suzuki.

Claim 42 includes a limitation of means for contracting said flexible channel to remove said closed end from said electronic or electrical device. As

mentioned above, since Suzuki teaches a thermal grease disposed between a heat transfer plate and circuit components, Suzuki does not teach a means for contracting a flexible channel to remove a closed end from an electronic or electrical device. As a result, claim 42 is not anticipated by Suzuki.

Dependent claims 2-5, 7, 10, 11, 15, 16, and 18-22 depend from claim 1, and therefore include all the limitations of claim 1. Since claim 1 is not anticipated by Suzuki, the dependent claims are also not anticipated by Suzuki.

#### 35 U.S.C. § 103(a) Rejections

Examiner rejected claims 9, 12-14, 17, 25-28, 32-35, 43, 45, and 46 under 35 U.S.C. 103(a) as being unpatentable over either Suzuki or Yamamoto '574.

Dependent claims 9, 12-14, 17, 25-28, 32-35, 43, 45, and 46 depend from the above mentioned independent claims, and therefore include all the limitations of those claims. Since the independent claims are not anticipated by Suzuki or Yamamoto, the dependent claims are patentable over Suzuki or Yamamoto.

Examiner rejected claims 24-29 and 31 under 35 U.S.C. 103(a) as being unpatentable over either Suzuki or Yamamoto taken with U.S. Patent 5,420,753 (hereinafter "Akamatsu"). Claims 24-29 and 31 depend from claim 1, and therefore include all the limitations of claim 1. Since claim 1 is not anticipated by Suzuki or Yamamoto, claims 24-29 and 31 are patentable over Suzuki or Yamamoto and Akamatsu.

CONCLUSION

Applicant respectfully submits the present application is in condition for allowance. If the Examiner believes a telephone conference would expedite or assist in the allowance of the present application, the Examiner is invited to call Arlen M. Hartounian at (408) 720-8300.

Authorization is hereby given to charge our Deposit Account No. 02-2666 for any charges that may be due.

Respectfully submitted,

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